

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: June 5, 2017
Presenter: Justin Gibbs, Emergency Services Director
Attachment: Yes

ITEM TITLE: NPS APPLICATION FOR SPECIAL USE PERMIT EVENT

SUMMARY: Mr. Gibbs will present Fireworks – Permit Application for approval.

RECOMMEND: Approve.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl



COUNTY OF DARE

Department of Emergency Management Office of the Fire Marshal

P.O. Box 1000, Manteo, North Carolina, 27954

Firework - Permit Application

Show Information			
Show Name:	Hyde County's July 4th Celebration		
Show Date:	07.03.17	Show Time:	9:00 pm
		Duration:	approx 21-25 min
		Rain Date:	
Show Location:	NPS Boat Launch, 49 Water Plant Road, Ocracoke, NC 27960		
Show Sponsor:	Hyde County		
Address:	PO Box 188		
City:	Swan Quarter, NC	ZIP:	27885
Sponsor Contact:	Bill Rich		
Phone:	252.926.4400	Cell:	Unknown
Email:	brich@hydecourtync.gov	FAX:	252.926.3701

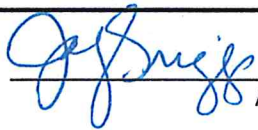
Pyrotechnic Contractor			
Name:	Pyrotechnico Fireworks, Inc.	ATF License:	8-PA-073-23-8J-12122
Address:	PO Box 149		
City:	New Castle, PA	State:	PA
		ZIP:	16103
Phone:	800.854.4705	Cell:	803.271.5944
Email:	jpruett@pyrotechnico.com	FAX:	724.652.1288
Contact Name:	Justin Pruett	Cell:	803.271.5944

Technician Information			
<i>Operator</i>			
Name:	Jason Sills	NC License:	3081
Phone:	828.756.0045	Cell:	828.756.0045
Email:	jason.sills@gmail.com		
<i>Assistants</i>			
Name:	See attached list.	NC License:	
Name:		NC License:	

Site Information (Load in site)			
Owner Name:	N/A		
Address:			
City:		State:	
		ZIP:	
Phone:		Cell:	
Email:		FAX:	
Contact Name:		Cell:	

Barge Operator			
Owner Name:	N/A		
Address:			
City:		State:	
		ZIP:	
Phone:		Cell:	
Email:		FAX:	
Contact Name:		Cell:	

I certify to the best of my knowledge that all information provided herein is true and correct as submitted to the Dare County Fire Marshal's Office. All work performed under this permit shall conform to the plans, manufacturers specifications, and applicable North Carolina Building Codes and standards. I have read the instructions on the back page and have submitted the required documents. I understand that the completion of this application does NOT entitle the commencement of construction or operation of the system and I will call for all required inspections.



Jody A. Briggs, Sales Assistant

Applicant Signature

5-8-17

Date

Instructions

The applicant shall submit all needed documentation to the Fire Marshal's Office in order to process the application. Submission shall include, but not limited, to the following documents. If other documentation is needed by the Fire Marshal's Office the applicant shall submit such documentation for review when requested.

- ☐ Provide site plan showing show set-up and all required safety and fallout zone radius.
- ☐ Provide shell inventory (size, count); break down open, body, & finale.
- ☐ Provide copies of state operator and assistant licenses.
- ☐ Provide copy of insurance certificate.
- ☐ Provide copy of ATF license.
- ☐ Provide event schedule timeline and site security plan.
- ☐ Provide copy of Coast Guard permit; if applicable.
- ☐ If a barge show, provide barge size calculation per NFPA 1123
- ☐ Provide copy of property use agreement(s).

The event sponsor is required to develop an Incident Action Plan for the event. All agencies and organizations involved with the planning, support, and production of the event included. This must be completed and forwarded to the Fire Marshal's Office 2-weeks prior to the event for review and approval.

For Office Use Only

Date Filed _____ Application Complete? _____ If not complete, date returned: _____

Reviewed _____ By: _____ [] Rejected [] Approved

Please understand that approval of any documents in no way relieves the owner, the architect, the engineer, or the contractor from the responsibility of violations of governing codes and regulations not found by our office. When such violations are found they must be corrected.

Note: Not Valid for the Sale or Other Disposition of Explosives.

5" - Max Shell

Hyde County - Ocracoke Island
NPS Boat Launch, 49 Water Plant Rd
July 3, 2017 - 9:00pm Ocracoke, NC 27960



CUSTOMER NAME: HYDE COUNTY

SHOOT LOCATION: OCRACOE SHOW-OCRACOE, NC

SHOW DATE: 7/3/2017 CARTONS 1.3G: CARTONS 4.1:

PACK DATE: _____ **WEIGHT:** _____ **WEIGHT:** _____

ORDER #: **CARTONS 1.4G:** **CARTONS 1.4S:**

PACKED BY: WEIGHT: WEIGHT:

[illegible]

FLARES	6		4.1
3M IGNITER	301		1.4S

NOTES:

5M IGNITER	0		1.4S
STRING	X		
FUSE	X		



Hyde County

Show Date: July 3, 2017

Rain Date: July 5, 2017

Technician

Name: Jason Sills
Address: 225 Muscadine Drive
Marion, NC 28752
Phone: 828.756.0045
Email: jason.sills12@gmail.com
DOB: 02.21.78
NC Op Lic #: 3081

Assistants

Name: Dennis Burleson
Address: 155 Mackey Farm Road
Old Fort, NC 28762
Phone: 828.659.4614
Email: r_burleson@hotmail.com
DOB: 10.21.75
NC Asst Op
Lic #: 2220

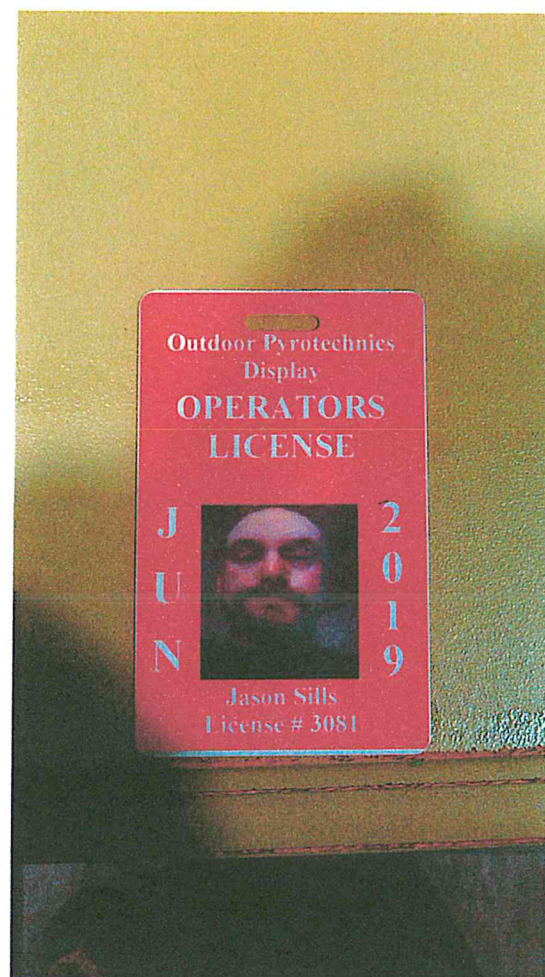
Name: Robert Painter
Address: 279 Henry McCall Road
Marion, NC 28752
Phone: 828.442.5108
DOB: 04.03.72

NC Asst Op
Lic #: 2300

Name: Kenny Wayne Elkins
Address: 200 Fairfield Road
Marion, NC 28752
Phone: 828.442.7159
DOB: 11.07.76
NC Asst Op
Lic #: 2221

Name: *Donnie Diocery
Address: 34 Plato Drive
Marion, NC 28752
Phone: 828.442.7159
DOB: 08.31.65
NCDL # 4453572

*Donnie Dockery is taking his test for his NC Pyrotechnic Assistant Operator's the week of the display.
He will have his license in his possession on the day of the shoot.



Outdoor Pyrotechnics
Display

**ASSISTANT
OPERATORS
LICENSE**

A
P
R



2
0
1
9

Dennis Burleson
License # 2220

**Outdoor Pyrotechnics
Display**

**ASSISTANT
OPERATORS
LICENSE**

**J
A
N**



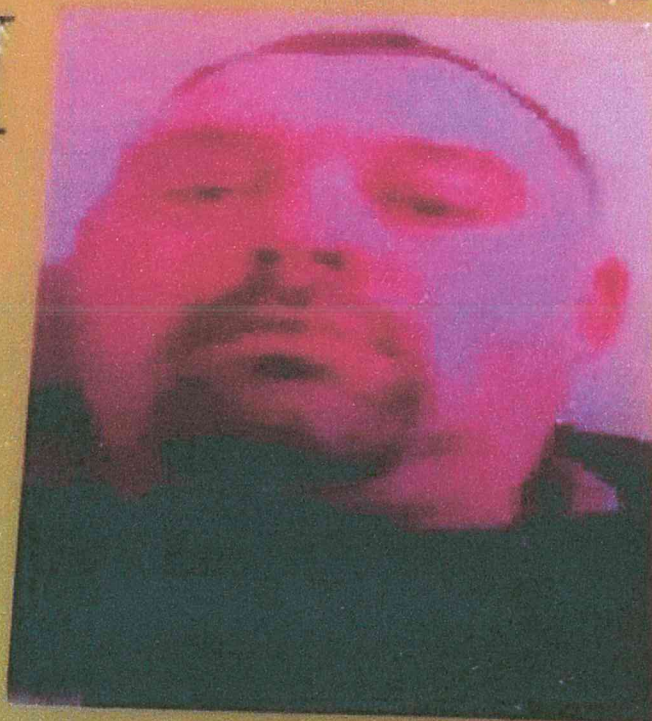
**2
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**Robert Painter
License # 2300**

**Outdoor Pyrotechnics
Display**

**ASSISTANT
OPERATORS
LICENSE**

**M
A
Y**



**2
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1
9**

**Kenny Elkins
License # 2221**

STATE OF NORTH CAROLINA

DMV

COMMERCIAL
DRIVERS LICENSE

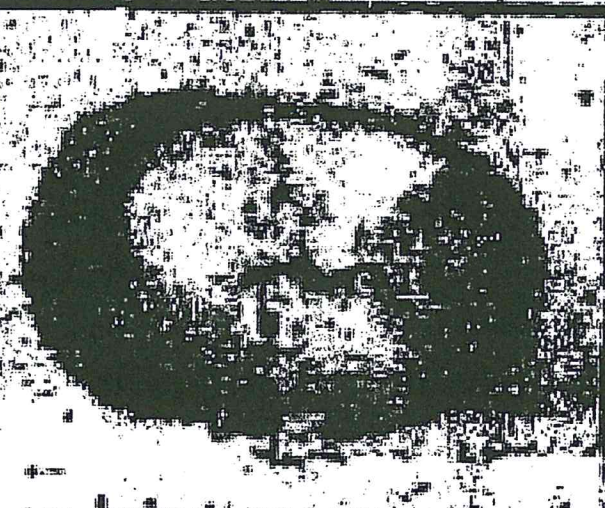
4453572

DOMINIC ALAN DOCKERY
34 PLATO DR
MARION NC 28752-7850

class: A endom: None restr: None
issued: 09-08-2010 expires: 08-31-2018
sex: M ht: 6-08 eyes: BAZ hair: BDD none

birthdate:
08-31-1965

04000000





Standard Operating Procedure – Safety Plan

Pyrotecnico
299 Wilson Road
New Castle, PA 16103
Office: 800 854-4705
www.pyrotecnico.com

Pyrotecnico Emergency Contacts:

- Chris Mele, Chief Operations Officer
 - o Office: 724.652.9555 | Cell: 724.510.6194 | Email: cmele@pyrotecnico.com
- Paul Gaffney, Director of Safety & Compliance
 - o Office: 856.697.1023 | Cell: 610.656.0385 | Email: pgaffney@pyrotecnico.com
- Michael J. Fox, Vice President of Operations
 - o Office: 724.652.9555 | Cell: 724.971.5611 | Email: mfox@pyrotecnico.com
- Justin Pruett, Show Producer
 - o Cell: 803.271.5944 | Email: jpruett@pyrotecnico.com

Chem-Tel 24 Hour Emergency Response Number: 800 255-3924

Shooter arrival Date and Time for set up to be determined.

Standard Guidelines:

All inspections of the firing areas as required by Authority having Jurisdiction will be arranged in advance.

Arrangements should be made by Sponsor for fire service and EMS to be available during fireworks displays.

Appropriate insurance with limits of \$10 Million included.

A safe perimeter of 100 feet per inch of largest shell per National Fire Protection Association (NFPA) guidelines will be maintained and secured.

The fireworks shall not be unattended at any time while loaded.

Fireworks display termination procedures:

In the event of bad weather conditions, the firing will be terminated. Weather conditions will be defined and be determined by the Fire Official from the Authority having Jurisdiction and the Lead Technician on location according to the conditions on site at firing time. Bad weather can be Winds in excess of 15 mph or wind gusts of 20 mph or more along with rain and/or thunderstorms. Other non weather related emergencies can also terminate firing.

Pre-Display Site Checklist:

All safety precautions per National Fire Protection Association code 1123 for fireworks displays will be adhered to at all times.

Security on site will be arranged with Client if needed.

We will have a minimum of (2) water pressure fire extinguishers on site during the fireworks display and

All fireworks and firing equipment will be protected from inclement weather at all time.

No smoking or smoking material such as matches, lighters or open flame within 50 feet of fireworks or pyrotechnic materials.

No person shall be allowed on site that are under the influence of alcohol, narcotics or medication that could adversely affect them performing their duty to safely fire the pyrotechnic effects or fireworks.

Only assigned technicians required to perform the display set-up and firing of show will be allowed on the display site.

Cell phone use and/or radios that generate radio frequencies use will be kept to a minimum within the immediate discharge area while pyrotechnics are being prepared, loaded, set-up and fired.

All personnel will protective safety equipment during set up and firing of pyrotechnics.

Any mortars and/or racks used will be made of approved materials and constructed of approved materials sufficient to provide a safe display per (NFPA) National Fire Protection Association Code 1123.

Racks will be secured as to prevent falling over during use. Inspection of all equipment and materials will be made prior to set up.

All fireworks display shells will be pre-loaded and checked for fit into mortars.

Display Checklist:

We will make sure fire service and emergency medical (EMS) units are available and ready prior to firing of display.

Good communications will be established between fireworks crew, event sponsor and fire service/EMS units.

Crowd control is imperative and must be maintained by using security personnel, monitors and barriers.

Technicians will be required to wear safety protective equipment for head, eye, hearing and feet. Also all we be required to wear long sleeved cotton or similar flame resistant material. No shorts are acceptable.

Technician will monitor the current weather and approaching weather with event sponsor and keep crowd control maintained at all time.

Post Display:

All safety and protective equipment will be worn for clean up duties as well.

Five minutes after the conclusion of display a search will be conducted by Pyrotecnico personnel of the display and fallout areas.

Search is to determine that any unfired live product or shells are accounted for, properly handled, repackaged and secure according to Federal DOT regulations

Any found unexploded shells shall be properly marked and boxed for return.

Once the all clear sign is given, then and only then will disassembly begin.

A first light search will be assigned for the following day.

2/2/2017

Pyrotecnico Mail - Marine Event Application Status Change - Tracking # 158408



Marsha LeFebvre <mlefebvre@pyrotecnico.com>

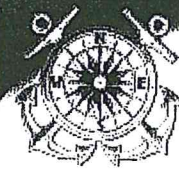
Marine Event Application Status Change - Tracking # 158408

1 message

OSC-Homeport@uscg.mil <OSC-Homeport@uscg.mil>

Thu, Feb 2, 2017 at 3:04 PM

To: mlefebvre@pyrotecnico.com, mlefebvre@pyrotecnico.com



HOMEPORT

U.S. Department of Homeland Security
UNITED STATES COAST GUARD

Enabling Partnerships >>>

Your Application for Marine Event (Form CG-4423) has changed status.

Tracking #: 158408
Event Name: Hyde County, Ocradcooke, NC
Location: National Park Service packing lot, 19 Water Plant Rd., Ocracoke, NC 27960
New Status: UNDER REVIEW

The referenced application for a regatta or marine parade permit was received by COTP NORTH CAROLINA and is **under initial review**. You should contact COTP NORTH CAROLINA directly via the methods listed in the Homeport Port Directory if you have any questions or concerns.

This automated email is intended to inform you of the status of your application and constitutes neither a final approval nor denial. You should **NOT** consider this application approved until you actually receive a permit from the Coast Guard.

<http://homeport.uscg.mil>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 FAX (A/C No.): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
INSURED Pyrotechnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: Maxum Indemnity Company 26743 INSURER C: Axis Surplus Insurance Company 26620 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 435860864

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	SI8ML00891-171	1/14/2017	1/14/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/>	Y	EXC8030375	1/14/2017	1/14/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUS: <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		EAU620323	1/14/2017	1/14/2018	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Fireworks Display Date: July 3, 2017
Location: National Park Service parking lot, 19 Water Plant Road, Ocracoke, NC 27960
Hyde County by USLT; Dare County; Certificate Holder

CERTIFICATE HOLDER**CANCELLATION**

Hyde County
PO Box 188
Swan Quarter
Swan Quarter NC 27885

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 5, 2017
Presenter: Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: WOCCOCON OYSTER COMPANY REVOLVING LOAN REQUEST

SUMMARY: Woccocon Oyster Company, a newly formed LLC, is requesting a \$30,000.00 revolving loan to develop an oyster aquaculture operation. Woccocon Oyster Company consists of three partners, Dylan Bennick, Stephen Wilson and Albert O'Neal and is based in Ocracoke. The company has already begun its aquaculture operation on a small scale. They presently have over 100,000 oysters in approximately 40 floating plastic mesh bags on their water column lease. With the growth rate expected to increase in the warmer weather months, they are in need of additional plastic mesh bags, cages and oyster spats. Their goal for the first year of operation is to have one million oysters available for sale. They are in the process of applying for an additional bottom and water column lease area to accommodate this expansion. To make their operation as large as needed to ensure optimal business security, they need an additional 600,000 oyster spats with the previously mentioned associated gear.

The proposed loan will be in the amount of \$30,000.00 with an interest rate of 3% and a seven-year term. The first two years will be interest only monthly payments of \$75.00; the final five years will be principal and interest payments of \$539.06 until paid in full. The loan will be unsecured, but personally guaranteed by all partners.

We are requesting approval of the request contingent upon the approval of the Revolving Loan Committee.

RECOMMEND: APPROVAL

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Interest Only Mortgage Calculator

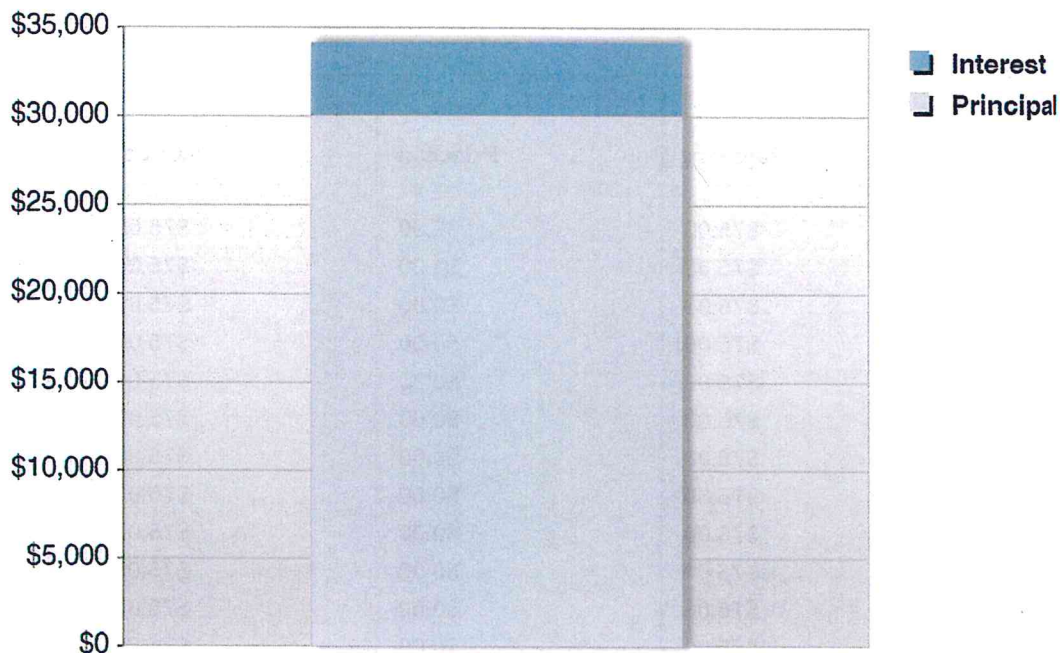
bankrate.com

Your payment is \$75.00 with an interest rate of 3%.

Your payment of \$75.00 is fixed for 2 years while your mortgage payments are interest only. After 2 years of interest only payments, your monthly payment will increase to \$539.06. This will pay off the loan balance in full after a total of 7 years (this does not include any prepayments).

Total Payments \$34,144

Total Interest \$4,144



Interest Only Mortgage Summary

Payments	24 monthly payments of \$75.00 60 monthly payments of \$539.06
Loan amount	\$30,000.00
Interest rate	3%
Interest only term	2 years
Total Term (Including interest only period)	7 years
Total payments	\$34,143.67
Total interest paid	\$4,143.67

Prepayment Results

Principal prepayments on your mortgage can save you a great deal of interest. Below is a summary of your proposed prepayments.

34	\$539.06	\$474.61	\$64.45	\$25,306.85
35	\$539.06	\$475.79	\$63.27	\$24,831.06
36	\$539.06	\$476.98	\$62.08	\$24,354.08
37	\$539.06	\$478.17	\$60.89	\$23,875.91
38	\$539.06	\$479.37	\$59.69	\$23,396.54
39	\$539.06	\$480.57	\$58.49	\$22,915.97
40	\$539.06	\$481.77	\$57.29	\$22,434.20
41	\$539.06	\$482.97	\$56.09	\$21,951.23
42	\$539.06	\$484.18	\$54.88	\$21,467.05
43	\$539.06	\$485.39	\$53.67	\$20,981.66
44	\$539.06	\$486.61	\$52.45	\$20,495.05
45	\$539.06	\$487.82	\$51.24	\$20,007.23
46	\$539.06	\$489.04	\$50.02	\$19,518.19
47	\$539.06	\$490.26	\$48.80	\$19,027.93
48	\$539.06	\$491.49	\$47.57	\$18,536.44
49	\$539.06	\$492.72	\$46.34	\$18,043.72
50	\$539.06	\$493.95	\$45.11	\$17,549.77
51	\$539.06	\$495.19	\$43.87	\$17,054.58
52	\$539.06	\$496.42	\$42.64	\$16,558.16
53	\$539.06	\$497.66	\$41.40	\$16,060.50
54	\$539.06	\$498.91	\$40.15	\$15,561.59
55	\$539.06	\$500.16	\$38.90	\$15,061.43
56	\$539.06	\$501.41	\$37.65	\$14,560.02
57	\$539.06	\$502.66	\$36.40	\$14,057.36
58	\$539.06	\$503.92	\$35.14	\$13,553.44
59	\$539.06	\$505.18	\$33.88	\$13,048.26
60	\$539.06	\$506.44	\$32.62	\$12,541.82
61	\$539.06	\$507.71	\$31.35	\$12,034.11
62	\$539.06	\$508.97	\$30.09	\$11,525.14
63	\$539.06	\$510.25	\$28.81	\$11,014.89
64	\$539.06	\$511.52	\$27.54	\$10,503.37
65	\$539.06	\$512.80	\$26.26	\$9,990.57
66	\$539.06	\$514.08	\$24.98	\$9,476.49
67	\$539.06	\$515.37	\$23.69	\$8,961.12
68	\$539.06	\$516.66	\$22.40	\$8,444.46
69	\$539.06	\$517.95	\$21.11	\$7,926.51
70	\$539.06	\$519.24	\$19.82	\$7,407.27
71	\$539.06	\$520.54	\$18.52	\$6,886.73
72	\$539.06	\$521.84	\$17.22	\$6,364.89
73	\$539.06	\$523.15	\$15.91	\$5,841.74
74	\$539.06	\$524.46	\$14.60	\$5,317.28
75	\$539.06	\$525.77	\$13.29	\$4,791.51
76	\$539.06	\$527.08	\$11.98	\$4,264.43
77	\$539.06	\$528.40	\$10.66	\$3,736.03
78	\$539.06	\$529.72	\$9.34	\$3,206.31
79	\$539.06	\$531.04	\$8.02	\$2,675.27
80	\$539.06	\$532.37	\$6.69	\$2,142.90
81	\$539.06	\$533.70	\$5.36	\$1,609.20
82	\$539.06	\$535.04	\$4.02	\$1,074.16
83	\$539.06	\$536.37	\$2.69	\$537.79
84	\$539.13	\$537.79	\$1.34	\$0.00

**HYDE COUNTY
PRE-APPLICATION FOR ECONOMIC
DEVELOPMENT**

REVOLVING LOAN FUND (RLF) ASSISTANCE

FSX 252 926 3701

Attn: Rosemary Johnson

- **Background** ★ Print out word document
- **Eligibility Requirements** from Jennifer's email attachment
- **Loan Terms** 1st + fax it w/ rest
- **Application Requirements** of Pre-Applictn present.
- **Additional Information**

#928-1591

email: dlarssk8@yahoo.com

**HYDE COUNTY
PRE-APPLICATION FOR ECONOMIC DEVELOPMENT**

Pre-application for Hyde County Economic Development Loan Fund (RLF) Assistance

Revised November 2014

REVOLVING LOAN FUND (RLF) ASSISTANCE

HYDE COUNTY ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

Background

In 1991, Hyde County received an FY90 CDBG Economic Development Grant. The county used CDBG grant funds to make a \$527,000 loan to Cross Creek Healthcare in Swan Quarter. The owners of Cross Creek Healthcare have since paid off the loan in full. Hyde County retained CDBG Economic Development loan funds for reuse and set up the Hyde County Revolving Economic Development Loan Fund (RLF). With these funds, the county has assisted Hyde County business owners throughout the county; Chris' Groceries, Precision Pallet, Graceful Bakery, Bayside Marina and Martin Lumber. On June 11, 2014, the Golden Leaf Foundation awarded Hyde County \$500,000 through its Community-Based Grants Initiative (CBGI). The county is utilizing this grant to expand upon the existing RLF program. The RLF is managed by the Hyde County Manager, the Finance Officer, and the RLF Administrator. Final decisions concerning the use of RLF funds are made by a Revolving Loan Fund committee and the Hyde County Board of Commissioners. Program guidelines are available for public review at the Hyde County Planning office in Swan Quarter. The RLF funds are to be used specifically to finance business activities that will promote economic development and create and retain jobs for citizens of Hyde County, while enhancing the Hyde County Tax Base.

Eligibility Requirements

Any entrepreneur or existing business owner, regardless of county or state of residence, may apply for revolving loan funds. However, the applicant must be able to demonstrate an ability to create or retain jobs for residents of Hyde County. The site of the proposed project/business must be in Hyde County. The county will loan up to \$15,000 for each job created or retained for a resident of Hyde County by a proposed project. The minimum amount of loan assistance available through the Hyde County RLF is \$15,000; the maximum loan amount is \$250,000. Based on the \$15,000 maximum loan per job requirement, a project must result in at least one (1) full-time equivalent (FTE) job creation/retention.

Loan Terms

All loans will be secured by a deed of trust or lien on the owner(s)'s capital assets.

The normal interest rate will be the lesser of the interest rate available for a similar project through a commercial lender or the amount necessary for the project to achieve its expected economic outcomes, subject to an absolute minimum of 50% of the prime rate. If an applicant's business plan indicates a short-term cash flow liability, principal and interest payments may be deferred for a period of up to two (2) years. The RLF loan from Hyde County must not exceed 75% of the project cost. For example, if an applicant proposes to construct a new printing shop for \$150,000, he must obtain at least \$37,500 from banks, other enterprise funds, or private investments.

Application Requirements

Two-page pre-application forms are available at the Hyde County Planning office. Following receipt of a pre-application, the RLF Administrator will refer it to the RLF Committee, which will determine whether or not to accept a full application. Applicants are strongly urged to obtain technical assistance with the RLF application—the Hyde County Planning office has a list of organizations that provide help to small businesses in the Hyde County area. The application must include three (3) years of the owner's/developer's past financial records, and a two-year (2) business plan which clearly outlines the applicant's ability to pay back the RLF and other loans.

Additional Information

Additional information concerning the Hyde County Economic Development Revolving Loan Fund can be obtained from the Hyde County Planning office; (252) 926-4180 or (252) 926-4474 or by writing to "Hyde County RLF Coordinator", County of Hyde, PO Box 188, Swan Quarter, NC 27885. Inquiries can also be addressed via email to Kris Cahoon Noble, Hyde County Economic Development Planning Manager at knoble@hydecountync.gov or to

Rosemary Johnson, Planning Assistant at
rjohnson@hydecountync.gov.

**HYDE COUNTY
PRE-APPLICATION FOR ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND (RLF) ASSISTANCE**

Notes to Applicants:

- At least one (1) job must be created or retained; the minimum loan amount is \$15,000.
- An applicant may not request more than \$15,000 in RLF loan assistance for each job created/retained by the project.
- Please pick up a copy of the Hyde County Economic Development Revolving Loan Fund guidelines dated November 2014.

Date of Pre-application: 5/5/17
Business Name: Wocoocon Oyster Company
Primary Contact: Dylan Bennink
Address: PO Box 164
Ocrisoke NC, 27960
Telephone: 252 256 3107
Cell: 252 256 3107
Fax: _____

FOR HYDE COUNTY USE ONLY	
Date Received:	_____
Reviewed By:	_____
Date:	_____
Refer to RLF Committee? (Y) or (N)	_____
Committee:	_____
Proceed with Application:	_____
Negative Response:	_____
By:	_____
Date:	_____

Project Type:

- Expansion or Improvement of Existing Business: _____
- New Business: ☒ _____

Pre-application for Hyde County Economic Development Loan Fund (RLF) Assistance

Revised November 2014

- Purchase of Existing Business: _____

If you are claiming that jobs will be saved by this project, please provide reason(s) for loss of existing jobs:

Location of Proposed Project:

The Plains, Ocracoke Island, Hyde County, N.C.

Brief Description of Project:

Commercial Aquaculture Oyster Farm with a first year goal of having one million oysters available for sale, two million the second year and three million the third year.

**HYDE COUNTY
PRE-APPLICATION FOR ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(RLF) ASSISTANCE**

PROJECT COST SUMMARY

<u>Item Required</u>	<u>Estimated Cost</u>	<u>Financed by*</u>
1. 200,000 oysters	\$4,000	owner equity
2. Lease Application + Rent	1,300	owner equity
3. Oyster Bags + Miscellaneous Gear	5,200	owner equity
4. 500,000 oysters	10,000	RLF
5. 100 oyster Grow Cages	16,000	RLF
6. Oyster Bags + Misc. Gear	4,000	RLF
Total Project Cost	\$45,000	

*Enter "RLF" for items to be financed by Hyde County RLF, and name of bank or "owner equity" for other project-related investments. The RLF may not finance more than 75% of the total project cost.

SUMMARY OF JOB CREATIONS/RETENTIONS

<u>Job Description</u>	<u># of New or Retained Jobs</u>
1. Oyster Processor	1
2. Oyster Processor	1
3.	
4.	
5.	

6.

Total Jobs Created/Retained: 2

FINANCIAL SUMMARY

1. Describe briefly (on an attached page) your need for financial assistance from Hyde County.
2. List three credit references:

<u>Name</u>	<u>Account Number</u>	<u>Address</u>	<u>Telephone</u>
Anchorage Marine	Dylan Bennink	880 Irvin Garrison Hwy	252 928 6661
Orlando Variety Store	Dylan Bennink	950 Irvin Garrison Hwy	252 928 4911
Tradewinds Trickle	Stephen Wilson	Irvin G Hwy	252 928-5491

To whom it may concern,

Woccocon Oyster Company plans on achieving the goal of developing a strong and successful oyster aquaculture operation. This operation will be able to maintain consistent sales of high quality product in the face of expected adverse factors, which include environmental conditions, anthropogenic interactions and market competition, that can negatively impact our goal.

The Company has already begun its aquaculture operation on a small scale; we currently have over 100,000 oysters in approximately 40 floating plastic mesh bags on our lease. However, growth rate is expected to increase dramatically in the warmer water temperatures associated with the current and upcoming spring, summer and early fall months of 2017. We are going to need at least 320 additional plastic mesh bags to provide adequate growth conditions for the oysters. For optimal growth conditions, OysterGro cages will be needed to hold those bags in order to mitigate negative environmental effects on the bagged oysters and increase the oysters' growth rate.

To make our operation as large as needed to ensure optimal business security, we need an additional 600,000 oysters with the previously mentioned associated gear.

We also need additional bottom *and* water column lease area, which we are currently in the process of applying for.

Due to insufficient personal funds, financial assistance from the county from the Revolving Loan Fund is necessary to allow Woccocon Oyster Company to achieve its goals previously mentioned.

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: June 5, 2017
Presenter: Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: CEDAR BISTRO, LLC – REVOLVING LOAN REQUEST

SUMMARY: Cedar Bistro, LLC is a newly formed LLC based on Ocracoke. The principal owner is Joseph Ramunni. The Cedar Bistro will serve as a restaurant for the 1718 Brewing Company owned by Garick Kalna. The restaurant will offer local seafood, including local oysters and fresh seasonal produce. Cedar Bistro will also serve as a test kitchen and test market for creating value-added products and under-utilized species. Mr. Ramunni is requesting a \$21,000.00 revolving loan to fund the purchase of additional equipment and working capital needed for business start-up. Mr. Ramunni has used about \$15,000.00 of his own money to purchase some of the required equipment and for initial working capital.

The proposed loan will be in the amount of \$21,000.00 with an interest rate of 3% and a seven-year term. Payments will be principal and interest monthly payments of \$277.48 until paid in full. The loan will be secured by equipment purchased and a personal recreational boat.

We are requesting approval of the request contingent upon the approval of the Revolving Loan Committee.

RECOMMEND: APPROVAL

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Amortization Schedule Calculator

This amortization calculator will help you determine how much of your monthly payment will go toward the principal and how much will go toward the interest. You can also use this calculator to create a printable amortization table for your loan and to estimate the monthly payments on your mortgage. Simply fill in the fields below and click on calculate.

[HELP?](#)

Amortization Schedule

Date	Payment	Principal	Interest	Total Interest	Balance
June 2017	\$277.48	\$224.98	\$52.50	\$52.50	\$20,775.02
July 2017	\$277.48	\$225.54	\$51.94	\$104.44	\$20,549.48
Aug. 2017	\$277.48	\$226.11	\$51.37	\$155.81	\$20,323.37
Sept. 2017	\$277.48	\$226.67	\$50.81	\$206.62	\$20,096.70
Oct. 2017	\$277.48	\$227.24	\$50.24	\$256.86	\$19,869.46
Nov. 2017	\$277.48	\$227.81	\$49.67	\$306.54	\$19,641.66
Dec. 2017	\$277.48	\$228.38	\$49.10	\$355.64	\$19,413.28
Jan. 2018	\$277.48	\$228.95	\$48.53	\$404.17	\$19,184.34
Feb. 2018	\$277.48	\$229.52	\$47.96	\$452.13	\$18,954.82
Mar. 2018	\$277.48	\$230.09	\$47.39	\$499.52	\$18,724.73
April 2018	\$277.48	\$230.67	\$46.81	\$546.33	\$18,494.06
May 2018	\$277.48	\$231.24	\$46.24	\$592.57	\$18,262.82
June 2018	\$277.48	\$231.82	\$45.66	\$638.22	\$18,030.99
July 2018	\$277.48	\$232.40	\$45.08	\$683.30	\$17,798.59
Aug. 2018	\$277.48	\$232.98	\$44.50	\$727.80	\$17,565.61
Sept. 2018	\$277.48	\$233.57	\$43.91	\$771.71	\$17,332.04
Oct. 2018	\$277.48	\$234.15	\$43.33	\$815.04	\$17,097.89
Nov. 2018	\$277.48	\$234.73	\$42.74	\$857.79	\$16,863.16
Dec. 2018	\$277.48	\$235.32	\$42.16	\$899.95	\$16,627.84
Jan. 2019	\$277.48	\$235.91	\$41.57	\$941.51	\$16,391.93
Feb. 2019	\$277.48	\$236.50	\$40.98	\$982.49	\$16,155.43
Mar. 2019	\$277.48	\$237.09	\$40.39	\$1,022.88	\$15,918.34
April 2019	\$277.48	\$237.68	\$39.80	\$1,062.68	\$15,680.65
May 2019	\$277.48	\$238.28	\$39.20	\$1,101.88	\$15,442.38
June 2019	\$277.48	\$238.87	\$38.61	\$1,140.49	\$15,203.50
July 2019	\$277.48	\$239.47	\$38.01	\$1,178.50	\$14,964.03
Aug. 2019	\$277.48	\$240.07	\$37.41	\$1,215.91	\$14,723.96
Sept. 2019	\$277.48	\$240.67	\$36.81	\$1,252.72	\$14,483.29
Oct. 2019	\$277.48	\$241.27	\$36.21	\$1,288.92	\$14,242.02
Nov. 2019	\$277.48	\$241.87	\$35.61	\$1,324.53	\$14,000.15
Dec. 2019	\$277.48	\$242.48	\$35.00	\$1,359.53	\$13,757.67
Jan. 2020	\$277.48	\$243.09	\$34.39	\$1,393.92	\$13,514.59

Date	Payment	Principal	Interest	Total Interest	Balance
Feb. 2020	\$277.48	\$243.69	\$33.79	\$1,427.71	\$13,270.89
Mar. 2020	\$277.48	\$244.30	\$33.18	\$1,460.89	\$13,026.59
April 2020	\$277.48	\$244.91	\$32.57	\$1,493.45	\$12,781.68
May 2020	\$277.48	\$245.53	\$31.95	\$1,525.41	\$12,536.15
June 2020	\$277.48	\$246.14	\$31.34	\$1,556.75	\$12,290.01
July 2020	\$277.48	\$246.75	\$30.73	\$1,587.47	\$12,043.26
Aug. 2020	\$277.48	\$247.37	\$30.11	\$1,617.58	\$11,795.89
Sept. 2020	\$277.48	\$247.99	\$29.49	\$1,647.07	\$11,547.90
Oct. 2020	\$277.48	\$248.61	\$28.87	\$1,675.94	\$11,299.29
Nov. 2020	\$277.48	\$249.23	\$28.25	\$1,704.19	\$11,050.06
Dec. 2020	\$277.48	\$249.85	\$27.63	\$1,731.81	\$10,800.20
Jan. 2021	\$277.48	\$250.48	\$27.00	\$1,758.81	\$10,549.73
Feb. 2021	\$277.48	\$251.10	\$26.37	\$1,785.19	\$10,298.62
Mar. 2021	\$277.48	\$251.73	\$25.75	\$1,810.94	\$10,046.89
April 2021	\$277.48	\$252.36	\$25.12	\$1,836.05	\$9,794.53
May 2021	\$277.48	\$252.99	\$24.49	\$1,860.54	\$9,541.53
June 2021	\$277.48	\$253.63	\$23.85	\$1,884.39	\$9,287.91
July 2021	\$277.48	\$254.26	\$23.22	\$1,907.61	\$9,033.65
Aug. 2021	\$277.48	\$254.90	\$22.58	\$1,930.20	\$8,778.75
Sept. 2021	\$277.48	\$255.53	\$21.95	\$1,952.14	\$8,523.22
Oct. 2021	\$277.48	\$256.17	\$21.31	\$1,973.45	\$8,267.05
Nov. 2021	\$277.48	\$256.81	\$20.67	\$1,994.12	\$8,010.24
Dec. 2021	\$277.48	\$257.45	\$20.03	\$2,014.14	\$7,752.78
Jan. 2022	\$277.48	\$258.10	\$19.38	\$2,033.53	\$7,494.69
Feb. 2022	\$277.48	\$258.74	\$18.74	\$2,052.26	\$7,235.94
Mar. 2022	\$277.48	\$259.39	\$18.09	\$2,070.35	\$6,976.55
April 2022	\$277.48	\$260.04	\$17.44	\$2,087.79	\$6,716.52
May 2022	\$277.48	\$260.69	\$16.79	\$2,104.59	\$6,455.83
June 2022	\$277.48	\$261.34	\$16.14	\$2,120.73	\$6,194.49
July 2022	\$277.48	\$261.99	\$15.49	\$2,136.21	\$5,932.49
Aug. 2022	\$277.48	\$262.65	\$14.83	\$2,151.04	\$5,669.85
Sept. 2022	\$277.48	\$263.30	\$14.17	\$2,165.22	\$5,406.54
Oct. 2022	\$277.48	\$263.96	\$13.52	\$2,178.73	\$5,142.58
Nov. 2022	\$277.48	\$264.62	\$12.86	\$2,191.59	\$4,877.96
Dec. 2022	\$277.48	\$265.28	\$12.19	\$2,203.79	\$4,612.67
Jan. 2023	\$277.48	\$265.95	\$11.53	\$2,215.32	\$4,346.72
Feb. 2023	\$277.48	\$266.61	\$10.87	\$2,226.18	\$4,080.11
Mar. 2023	\$277.48	\$267.28	\$10.20	\$2,236.38	\$3,812.83
April 2023	\$277.48	\$267.95	\$9.53	\$2,245.92	\$3,544.89
May 2023	\$277.48	\$268.62	\$8.86	\$2,254.78	\$3,276.27

Date	Payment	Principal	Interest	Total Interest	Balance
June 2023	\$277.48	\$269.29	\$8.19	\$2,262.97	\$3,006.98
July 2023	\$277.48	\$269.96	\$7.52	\$2,270.49	\$2,737.02
Aug. 2023	\$277.48	\$270.64	\$6.84	\$2,277.33	\$2,466.38
Sept. 2023	\$277.48	\$271.31	\$6.17	\$2,283.49	\$2,195.07
Oct. 2023	\$277.48	\$271.99	\$5.49	\$2,288.98	\$1,923.08
Nov. 2023	\$277.48	\$272.67	\$4.81	\$2,293.79	\$1,650.40
Dec. 2023	\$277.48	\$273.35	\$4.13	\$2,297.92	\$1,377.05
Jan. 2024	\$277.48	\$274.04	\$3.44	\$2,301.36	\$1,103.01
Feb. 2024	\$277.48	\$274.72	\$2.76	\$2,304.12	\$828.29
Mar. 2024	\$277.48	\$275.41	\$2.07	\$2,306.19	\$552.88
April 2024	\$277.48	\$276.10	\$1.38	\$2,307.57	\$276.79
May 2024	\$277.48	\$276.79	\$0.69	\$2,308.26	\$0.00

Amortization Schedule Help

A mortgage amortization calculator shows how much of your monthly mortgage payments goes toward principal (the money you borrowed), and how much goes toward interest.

Amortization

Amortization is paying off a debt over time in equal installments. Part of each payment goes toward the loan principal, and part goes toward interest.

With a mortgage, the amount going toward principal starts out small, and gradually grows larger month by month. Meanwhile, the amount going toward interest declines month by month.

The amortization schedule calculator shows:

- How much principal and interest are paid in any particular payment.
- How much total principal and interest have been paid at a specified date.
- How much principal you owe on the mortgage at a specified date.
- How much time you will chop off the end of the mortgage by making one or more extra payments.

This means you can use the mortgage amortization calculator to:

- Find out how much principal you owe now, or will owe at a future date.
- Figure out how much extra you need to pay every month to repay the mortgage in, say, 22 years instead of 30 years.
- See how much interest you have paid over the life of the mortgage, or during a particular year.
- Figure how much equity you have.

Calculate your equity

Market value

- All mortgage debt

= Equity

Example: The Smiths bought a house four years ago. Today, it's worth \$200,000 and they owe \$120,000 on the mortgage. Their equity is:

\$200,000 market value

- \$120,000 mortgage balance

= \$80,000 equity

To use the mortgage amortization calculator, enter your mortgage amount, the term in years, the interest rate and the start date. Click on "Show Amortization Schedule."



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

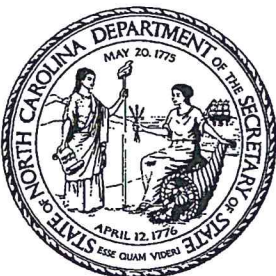
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

CEDAR BISTRO, LLC

the original of which was filed in this office on the 20th day of April, 2017.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 20th day of April, 2017.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Cedar Bistro LLC
(See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of member, organizer or both.
Note: This document must be signed by all persons listed.)

Name	Address	Capacity
Joseph Ramunni	PO Box 1544	Organizer
_____	_____	_____
_____	_____	_____

3. The name of the initial registered agent is: Joseph Ramunni

4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 1129 Irvin Garrish Hwy
City Ocracoke State: NC Zip Code: 27960 County: Hyde

5. The mailing address, if different from the street address, of the initial registered agent office is:

Number and Street PO Box 1544
City Ocracoke State: NC Zip Code: 27960 County: Hyde

6. Principal office information: (Select either a or b.)

a. ☐ The limited liability company has a principal office.

The principal office telephone number: _____

The street address and county of the principal office of the limited liability company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☒ The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.

Name	Title	Business Address
Joseph Ramunni	Organizer	PO Box 1544, Ocracoke, NC, 27960

9. **(Optional):** Please provide a business e-mail address:

The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

Privacy Redaction

10. These articles will be effective upon filing, unless a future date is specified:

This is the 19 day of April, 20 17.

Joseph Ramunni

Digitally signed by Joseph Ramunni
DN: cn=Joseph Ramunni, o, ou,
email=josephramunni@gmail.com, c=US
Date: 2017.04.19 21:24:13 -0400

Signature

Joseph Ramunni, Organizer

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Signature

Signature

Type and Print Name and Title

Type and Print Name and Title

NOTE:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION
(Revised December 2016)

P.O. Box 29622
3

RALEIGH, NC 27626-0622
(Form L-01)

HYDE COUNTY NORTH CAROLINA

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

Business Name Cedar Bistro, LLC
Address 1129 Irvin Garrison Hwy.
Ocrake, NC 27960

APPLICATION FOR A NEW BUSINESS

TABLE OF CONTENTS

Listed below are the required contents of an application. Applications should be organized in this format. Applicants should number all pages in the application. **Two completed copies of the application should be submitted directly to the Hyde County Revolving Loan Fund Administrator, Hyde County Courthouse, Swan Quarter, NC.**

Application Contents

Table of Contents

Application Summary Form

Project Description Form

Project Source and Use Form

Project Private Commitment Form

Project Needs Form

Project Feasibility Form

Activities Schedule Form

Maps

Attachments

- A. Verification of Project Costs/Cost Breakdown by Activity
- B. Firm Financial Commitments
- C. Historical Financial Statements (Business)
- D. Credit Reports
- E. Building Plans
- F. Projected Financial Statements
- G. Business Debt Schedule Forms
- H. Personal Financial Statements
- I. Appraisals of Real Property/Security
- J. Marketing Information/Business Plan Documentation

Only information received by Hyde County with the submission will be considered in the selection process, unless the county specifically requests additional information from the applicant. Failure to submit required information may be grounds for rejection of the application. Applicants should carefully review each project package, including attachments, to make certain that all required information is submitted and is internally consistent.

**HYDE COUNTY ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND
APPLICATION SUMMARY**

1. APPLICANT		
a. Name: Joseph Ramunni b. Street/P.O. Box: PO Box 1544 c. City: Ocracoke d. Zip Code 27960 e. Contact Person Joseph Ramunni f. Telephone No.: 252-921-0085		
2. Project Number	3. Project Name	4. RLF Funds Requested
	Cedar Bistro - food service -	\$21,000
5. CERTIFICATION		b. Typed Name and Title of Authorized Representative
a. To the best of my knowledge and belief, data in this application is true and correct, the applicant will comply with the certifications in the attached Private Commitment Form if the assistance is provided.		Joseph Ramunni, owner
		c. Signature
		d. Date 4-17-17
FOR HYDE COUNTY USE ONLY		
6. Date Received	8. Action Taken	9. Amount Funded:
7. Application Number	<input type="checkbox"/> Funded <input type="checkbox"/> Not Funded <input type="checkbox"/> Withdrawn	\$ _____

PROJECT DESCRIPTION FORM

1. Name of Applicant: Joseph Kamuhni
2. Application Date: 4-17-17
3. Project Name: Cedar Bistro
4. Description:
 - a. Briefly describe the new business (products/services offered, basic project goals and objectives):
 - b. Proposed location of new business (include location map(s)):
 - c. Number, size, and general description of any new buildings to be constructed (include site map and plans, if available)
 - d. Size of any parcel(s) of land to be acquired (include survey map)
 - e. Describe any existing buildings to be demolished or abandoned:
 - f. Describe any improvements to be made to existing buildings(s):
 - g. How many full-time equivalent jobs will be created by the new business during the two-year period?

How many for residents of Hyde County?
 - h. Briefly describe how RLF and other funds (bank loans, owner equity, etc.) will be used during property acquisition, construction, and startup of the new business.
 - i. How are road transportation and water and electric service to be supplied to the site?
 - j. How will sewage disposal be accomplished?

RLF Cedar Bistro Project Description Form- Page 5 Attachment

- a. Cedar Bistro will serve as a restaurant for the 1718 Brewing Company. Cedar Bistro will offer local seafood, including local oysters, and fresh seasonal produce. Cedar Bistro will also serve as a test kitchen and test market for creating value-added products and under utilized species.
- b. Located inside 1718 Brewing Company at 1129 Irvin Garrish Hwy, Ocracoke, NC, 27960.
- c. N/A
- d. N/A
- e. N/A
- f. Improvements to existing building and kitchen have been made, including structural, electrical, and aesthetic improvements
- g. Seven full-time equivalent jobs will be created by the new business. Each employee is a resident of Hyde County.
- h. RLF funds will add to the existing equipment of the renovated kitchen. Owner Equity funds will add to the existing equipment of the renovated kitchen, will fund operating costs, and have been invested in development of the concept, layout, and and menu items.
- i. Infrastructure for the site is already in place.
- j. Newly designed and installed septic system is in place.

PROJECT SOURCE AND USE FORM

1. Name of Applicant: Joseph Ramvnni

2. Project Name: Cedar Bistro

3. Source of Project Funds: RLF, owner equity
 RLF Funds Requested: \$21,000
 RLF Project Resources
 Other:
 B. Arlene Burley not a resource
 C. Heather O'Neal not a resource
 D. _____
 E. _____
 F. _____

Source A. owner equity, \$19,000
 Source B. RLF, \$21,000
 Source C. \$ _____
 Source D. \$ _____
 Source E. \$ _____
 Source F. \$ _____

4. TOTAL PROJECT RESOURCES \$ 40,000

Use of Funds (List major expenses separately)	Source A	Source B	Source C	Source D	Source E	Source F	Total Cost
a. Acquisition							
(1)							
(2)							
b. Water							
c. Sewer							
d. Construction/ Rehabilitation							
e. Working Capital	\$19,000						
(1) Insurance							
(2)							
(3)							
f. Machinery/ Equipment							
(1) oven		\$12,491.11					
(2) smoker		\$1,799.99					
(3) smoker		\$1,799.99					
(4) Other kitchen supplies		\$4,918.25					
g. Site Improvements							
h. (1) Other							
(2) Other							
i. TOTAL	\$19,000	\$21,000					

PROJECT PRIVATE COMMITMENT FORM

As owner (title) of this company, I commit to the following actions, as described more fully in the project application:

- a. Undertake and carry out the project as described in the project application.
- c. Create a minimum of 7 jobs with 7 for persons residing in Hyde County, and obtain the level of jobs indicated above by July, 2017.
- d. Provide certified payroll report prior to initial disbursement of funds and provide quarterly reports thereafter showing job creation numbers.
- e. Secure funding for the project from the following sources, in the specified amounts:
 1. RLF \$21,000
 2. owner equity \$19,000
 - 3.
 - 4.
- e. Provide Hyde County with quarterly income statements and balance sheets throughout a two-year period following the loan award.
- f. Begin project activities only following execution of a legally binding commitment and loan agreement and the release of other conditions, if any, placed on the loan by Hyde County.
- g. Complete project activities by no later than July 2017.

My firm is committed to undertake this project and but for the provision of the RLF assistance this project will not be undertaken.

Signed [Signature] Date 4-17-2017 Title Owner

Name of Business Cedar Bistro

PROJECT NEEDS FORM

- a. Name of Applicant: Joseph Ramvanni
- b. Project Name: Cedar Bistr
- c. Relationship between Project Activities and Job Claim: Explain how the activities described in the application will result in the jobs claimed as retentions or creations. If the project is a job retention project, the applicant must clearly demonstrate that existing jobs would be lost without provision of RLF funds.
- d. Total Documented Project Financing Needs: Check applicable activities and in attachments provide required cost breakdowns shown (**Attachment "A"**). Describe here sources and methods of estimating for each activity including those financed with non-RLF funds.
- Real Estate (land or existing buildings) – Attach purchase option or lease option. Provide documentation on comparable land costs in the local vicinity, or an appraisal.
 - Construction/Rehabilitation – Attach listing of components (HVAC, plumbing, electrical, etc.) with architect/engineer's estimate or quote from contractor.
 - Site Improvements – Attach listing of components (grading, drainage, paving, etc.) with engineer's estimates or quotes from contractor.
 - Machinery and Equipment – Attach detailed listing of items, with price quotes from suppliers.
 - Public or On-Site Water and Sewer – Attach detailed listing of components and sizes, with engineer's estimates.
 - Working Capital Expenditures – Attach detailed listing of startup/operating costs.
- e. Verification of RLF Need
- (a) Loan Amount: \$ \$21,000
- (b) The Gap Addressed:
- ☒ Sufficient funds not available elsewhere, including internally.
- ☐ Funds available elsewhere, but cash flow is not sufficient to meet debt service.
- ☐ Other (Describe):

The amount of the gap must be no greater than the level of direct assistance proposed. Describe how the gap was identified and measured, referencing supporting documentation. Adequate financial documentation must be included with the application for the existence and dollar amount of the gap to be independently verified. See Application Instructions – Project Needs Form.

RLF Cedar Bistro Project Needs Form- Page 13

c. Cedar Bistro will require three chefs, one oyster shucker, one dishwasher, and two hostess/server.

d. RLF- Machinery and Equipment

Oven- HH Convey Rapid VNT 50/50 #589-HHC2620VNTLSSP- \$12,481.77

Smokin-It Commercial Smoker- \$1,799.99

Smokin-It Commercial Smoker- \$1,799.99

Kitchen Supplies (smallwares, pots, pans, utensils, baking trays)- \$4,918.25

Owner Equity- Working Capital Expenditures

Stainless Steel 8' Grill- \$3,000

Commercial Crepe Machine- \$800

Commercial Crepe Machine- \$800

Rent- \$4,000

Ingredients- \$6,000

Uniforms- \$1,500

Menu Cost- \$1,000

Marking Cost- \$1,900

e. I have applied for an extended credit and have been denied.

6. Security (Describe): 218 DLV Carolina Skiff collateral

PROJECT FEASIBILITY FORM

The primary objective of the Hyde County Revolving Loan Fund program is to promote economic development and create jobs for residents of Hyde County, while enhancing the Hyde County Tax Base. Applicants must show that their project is feasible as proposed, and will be successful in meeting this objective. Project feasibility will be assessed in two areas: (1) financial feasibility, and (2) feasibility of attaining job commitments. The information in this form and in supporting documentation will be used in this evaluation.

INSTRUCTIONS

1. NAME OF APPLICANT – Enter the legal name of the applicant.
2. PROJECT NAME – Enter the project name.

A. BUSINESS PLAN

This section describes the business history and future plans of the business participating in the RLF project.

INSTRUCTIONS

1. NAME OF BUSINESS – Enter name of the existing business.
2. LEGAL STATUS – Indicate whether the existing and expanded/improved businesses are partnerships, proprietorships, co-ops, registered corporations, or other.
3. BUSINESS OWNERSHIP AND MANAGEMENT – Identify all persons holding at least 10% ownership in the existing and expanded/improved businesses by name and position held. Identify other key management personnel by name and position held. Include addresses and phone numbers.
4. BUSINESS AFFILIATIONS – Common Ownership or Management: Indicate if the existing/proposed principals or key managers of the existing/proposed business own or manage any other businesses. Identify the business(es) by name and location, and describe any relationship between the businesses.

PROJECT FEASIBILITY FORM

1. Name of applicant: Joseph Ramunni
2. Project Name: Cedar Bistro

A. BUSINESS PLAN

1. Name of Existing Business: _____

Name of Proposed Business: Cedar Bistro

2. Legal Status:

☐ Partnership
☐ Proprietorship
☐ Cooperative
☒ Corporation
☐ Other (Specify): _____

3. Business Ownership and Management (include addresses and phone numbers):

Joseph Ramunni; PO Box 1544, Ocracoke, NC, 27960; 252-921-0085

4. Other Business Affiliations of Proposed Owners (if any):

a. Name of Business: Ocracoke Community Store, LLC

b. Name of Owner or Manager Involved: Joseph Ramunni

c. Position in this Business: owner

d. Relationship Between this Business and RLF Project Business: strong relationships with food suppliers for ocracoke community store will benefit food supply for cedar bistro. cedar bistro will provide value-added food for ocracoke community store.

5. Product Line or Service

a. Range of Products or Services: cedar bistro will prepare and sell local NC seafood, smoked meats, and other seasonal meals paired with 1718 Brewing company.

6. Market Information

a. Geographic Market Area: Ocracoke, NC, 27960

b. Major Customers: local community and tourists.

c. Market Characteristics: The majority of sales will happen during the summer season. shoulder seasons will be supplemented with special events.

d. Competition: see attachment

6.d. Cedar Bistro will become a part the exciting food offerings of Ocracoke Island. Cedar Bistro will be located next to Howard's Pub, and has excellent visibility as you enter the village. Unlike many restaurants on the island, Cedar Bistro will have ample parking, a newly renovated atmosphere, and is paired with a micro-brewery.

- ## PROJECT FEASIBILITY FORM

[illegible]

Legend: FT – Full Time

ACTIVITIES IMPLEMENTATION SCHEDULE FORM

Each applicant will be required to submit an Activities Implementation Schedule. This plan will present the applicant's schedule for implementing key project activities and provide Hyde County with a tool for evaluating each project's progress, if funded. If a project lags six months or more behind the approved schedule, Hyde County will evaluate the project's continued feasibility and may elect to terminate the project and withdraw any un-obligated funds. A sample is found on the following page.

INSTRUCTIONS

1. NAME OF APPLICANT – Enter the legal name of the applicant.
2. ORIGINAL, AMENDMENT – Indicate whether the application is an original or an amendment, and enter the date the application is submitted to Hyde County.
3. PROJECT NAME – Enter the project name.
4. IMPLEMENTATION START DATE – This date should be one month after the submission of the application. Month 1 on the schedule should begin with this date.
5. ACTIVITIES – Applicants should indicate a schedule for all major activities, RLF and non-RLF funded, related to their project. Other activities listed should be incorporated where appropriate and others not listed should be specified with implementation schedules indicated. All project activities must be completed 24 months after the preliminary award is made.

**ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
ACTIVITIES IMPLEMENTATION SCHEDULE FORM**

1. Name of Applicant: _____																									
2. Original, dated: _____																									
Amendment, date: _____																									
3. Project Name: _____																									
4. Implementation Date: _____																									
		MONTH:																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
5. ACTIVITIES																									
Real Estate Closing																									
Engineering Design/ Planning																									
Site Improvements																									
Building Construction/ Renovation																									
Public Facilities Construction																									
Hiring New Employees																									
Training																									
Working Capital Expenditure																									
Machinery and Equipment Purchases																									
Raw Materials Purchased																									
Other (Specify)																									

BUSINESS DEBT SCHEDULE FORM

CREDITOR NAME A. Current Debts (Existing Prior to RLF Project)	Original Loan Amount	Origination Date	Present Balance	Interest Rate	Maturity Date	Monthly Payment	Security
1.							
2.							
3.							
4.							
5.							
B. Projected New Debts							
1.							
2.							
3.							
4.							
5.							

MAPS

ACTIVITIES MAP – This map must include the location of all activities and an accurate scale. All structures located on the business site should also be clearly marked. All industries and residences benefiting from the activity must be shown on the activities map. This map must be in sufficient detail to allow for an accurate environmental review to satisfy all environmental review requirements. The applicant must insure that this map is consistent with information submitted in the Project Description.



Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Corporate Names

Legal: Ocracoke Community Store LLC

Limited Liability Company Information

SosId: 1377826
Status: Current-Active
Annual Report Status: Current
Citizenship: Domestic
Date Formed: 5/7/2014
Fiscal Month: January
Registered Agent: Ramunni, Joseph C, III

Corporate Addresses

Principal Office: 294 Irvin Garrish Hwy
Ocracoke, NC 27960
Reg Office: 294 Irvin Garrish Hwy
Ocracoke, NC 27960
Reg Mailing: P O Box 1544
Ocracoke, NC 27960-1544
Mailing: P O Box 1544
Ocracoke, NC 27960-1544

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Manager: Joseph C Ramunni , III
P O Box 1544
Ocracoke NC 27960



Elaine F. Marshall
Secretary

North Carolina

**DEPARTMENT OF THE
SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Corporate Names

Legal: Cedar Bistro, LLC

Limited Liability Company Information

SosId: 1589156
Status: Current-Active
Annual Report Status: Current
Citizenship: Domestic
Date Formed: 4/20/2017
Fiscal Month: January
Registered Agent: Ramunni, Joseph

Corporate Addresses

Reg Office: 1129 Irvin Garrish Hwy
Ocracoke, NC 27960
Reg Mailing: PO Box 1544
Ocracoke, NC 27960

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Corporate Officer: Joseph Ramunni
PO Box 1544
Ocracoke NC 27960

**HYDE COUNTY
PRE-APPLICATION FOR ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND (RLF) ASSISTANCE**

Notes to Applicants:

- At least one (1) job must be created or retained; the minimum loan amount is \$15,000.
- An applicant may not request more than \$15,000 in RLF loan assistance for each job created/retained by the project.
- Please pick up a copy of the Hyde County Economic Development Revolving Loan Fund guidelines dated November 2014.

Date of Pre-application: 3-17-2017

Business Name: Cedar Bistro

Primary Contact: Joseph Ramunni

Address: PO Box 1544
Ocracoke, NC, 27960

Telephone: 252-921-0085

Cell: _____

Fax: _____

FOR HYDE COUNTY USE ONLY

Date Received: _____

Reviewed By: _____

Date: _____

Refer to RLF Committee? (Y) or (N)

Committee: _____

Proceed with Application: _____

Negative Response: _____

By: _____

Date: _____

Project Type:

- Expansion or Improvement of Existing Business: _____
- New Business: ✓
- Purchase of Existing Business: _____

If you are claiming that jobs will be saved by this project, please provide reason(s) for loss of existing jobs:

N/A

Location of Proposed Project:

1129 Irvin Garnish Hwy, Ocracoke, NC, 27960

Brief Description of Project:

Cedar Bistro will serve as a restaurant for the 1718 Brewing company and will offer local seafood, including local oysters, and fresh seasonal produce. Cedar Bistro will also serve as a test kitchen and test market for creating value-added products and under utilized species.

**HYDE COUNTY
PRE-APPLICATION FOR ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(RLF) ASSISTANCE**

PROJECT COST SUMMARY

<u>Item Required</u>	<u>Estimated Cost</u>	<u>Financed by*</u>
#589 - HH Convey Rapid VNTSSP		
1. OVEN - HH Convey Rapid VNTSSP	12,481.77	RLF
Model #40		
2. Smokin-It Commercial Smoker	1,799.99	RLF
Model #40		
3. Smokin-It Commercial Smoker	1,799.99	RLF
4. Working Capital	10,000	RLF
5. Stainless Steel 8' Grill	3,000	owner-equity
6. 2 Commercial Choppe Machines	1,600	owner-equity
7. Working Capital	10,000	owner-equity
Total Project Cost	\$40,681.75	

*Enter "RLF" for items to be financed by Hyde County RLF, and name of bank or "owner equity" for other project-related investments. The RLF may not finance more than 75% of the total project cost.

SUMMARY OF JOB CREATIONS/RETENTIONS

<u>Job Description</u>	<u># of New or Retained Jobs</u>
1. chef	3
2. oyster shucker	1
3. dishwasher	1
4. hostess/server	2
5.	
6.	

Total Jobs Created/Retained: 7

FINANCIAL SUMMARY

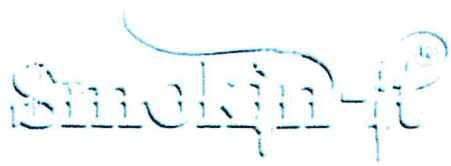
- Describe briefly (on an attached page) your need for financial assistance from Hyde County.
- List three credit references:

<u>Name</u>	<u>Account Number</u>	<u>Address</u>	<u>Telephone</u>
Ocracoke Foundation;	Ocracoke Community Store;	278 Irvin Barnhart Hwy Ocracoke, NC 27960	252.921.0365
United Natural Foods, Inc;	#48456;	71 Stow Dr., Chesterfield, NH 03443;	800.877.8898
Tryon Distributing;	Ocracoke Community Store;	4701 Stockholm Ct. Charlotte, NC 28273;	704.334.0849

Hyde County
Pre-Application for Economic Development
Revolving Loan Fund (RLF) Assistance

Financial Summary Attachment

The RLF will provide funds for essential equipment, allowing Cedar Bistro consistency of quality and better overall efficiency. We believe in Hyde County's efforts to support local job creation. We want to contribute to Hyde County's economic success.

[Smokers](#)[Carts/Cabinets](#)[Accessories](#)[Shelving](#)[Replacement Parts](#)[Home](#) > [Smokers](#) >

Smoker Model #4D



Our Price: \$1,799.99

Special Instructions: Free Shipping

Availability: Usually Ships in 2 to 3 Business Days

Product Code: SMKMDL4D-GEN4

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Alternative Views:



The electric smoker is made from 100% 18 gauge, 304 stainless steel and is designed for ease of use and portability. Every "SMOKIN-IT" Model #4D smoker comes with:

- Six stainless steel grilling racks with room for 11 racks, rack size is 18-1/2" x 21-1/2", racks are 2 1/4" apart
- Smoke box and drip pan that slides under smoker

Sales Quote**Sales Quote Number: 101792**

Page: 1

KaTom Restaurant Supply, Inc.
305 Katom Dr.
KODAK, TN 37764

Sales Quote Date: 3/8/2017	Due Date 3/8/2017	Ship Date 3/8/2017
Customer ID 792707	Contact Joseph	SalesPerson Meagan
Cust. Phone (330) 402-0072	Cust. Fax	
josephramunni@gmail.com		

Sell

To: Cedar Bistro
JosephOCRACOKE, NC 27960
USA

Ship

To: Cedar Bistro
JosephOCRACOKE, NC 27960
USA

Terms CREDIT CARD	Ext Doc No.	Your Reference	Ship Via	Loc Code KODAK	Loc Phone	Loc Fax
-----------------------------	--------------------	-----------------------	-----------------	--------------------------	------------------	----------------

Blueprint

No.	Number	Description	Quantity	Unit	Unit Price	Total Price
	589- HHC2620VNTLSSP	OVEN HH CONVEY RAPID VNT 50/50 Must Ship LTL Free Shipping to Customer Quote will be good for 15 days Free Shipping - Lift gate \$45.00 if needed	1	IEAI	12,401.77	12,401.77

Website: katom.com**Phone:** (800) 541-8683**Fax:** (800) 821-9130

This office will follow up with you within 24 hours to ensure you received this quotation. Quotation must be signed below to be official.

Submitted by: _____ **Accepted by:** _____

Amount Subject to Sales Tax	Amount Exempt from Sales Tax
0.00	12,401.77

Subtotal:	12,401.77
S, H, & I:	0.00

Total Sales Tax: 0.00

Total: 12,401.77

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 5, 2017
Presenter: County Manager Bill Rich
Attachment: Yes

ITEM TITLE: **MEDIATED SETTLEMENT AGREEMENT WITH NC DEPT. OF ENVIRONMENTAL QUALITY, NC DIVISION OF MARINE FISHERIES, AND NC MARINE FISHERIES COMMISSION**

SUMMARY: In late November 2015, the NC Marine Fisheries Association adopted temporary management measures that supplement Amendment 1 to the Southern Flounder Fishery Management Plan, which entailed size restrictions and closures on the intake of flounder. These restrictions & closures affected both commercial fishermen and recreational fishermen. Plaintiffs that brought suit again this action are the Carteret County Fisherman's Association, Inc., the NC Fisheries Association, and the counties of Carteret, Dare and Hyde. On October 6, 2016, a preliminary injunction was granted by Judge John Jolly, Jr. that enjoined further implementation of the supplement. His order prevented a closure of the fishery for recreational flounder fishing from October 16-December 31, and prevented a closure of the flounder gill net fishery during the same period. He also enjoined the establishment of a quota for the pound net fishery, a daily reporting requirement and the closure of the commercial gig fishery when the pound net quota was reached. Wheatly, Wheatly, Weeks, Lupton & Massie, PA, representing the plaintiffs, were able to reach a settlement where all of the items enjoined by Judge Jolly would remain in place and that the Marine Fisheries Commission would not seek any management plan. As Hyde County is a party to this action, consent to the settlement is required. Stevenson Weeks,of Wheatly, Wheatly, Weeks, Lupton & Massie, PA is asking for approval from the Hyde County Board of Commissioners to sign the mediated settlement agreement on the behalf of Hyde County.

RECOMMEND: **APPROVE**

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

NORTH CAROLINA
CARTERET COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO.: 16-CVS-945

CARTERET COUNTY FISHERMAN'S)
ASSOCIATION, INC.; NORTH)
CAROLINA FISHERIES ASSOCIATION,)
INC.; COUNTY OF CARTERET; COUNTY)
OF DARE; COUNTY OF HYDE,)

Plaintiffs)

vs.)

NORTH CAROLINA DEPARTMENT OF)
ENVIRONMENTAL QUALITY; DONALD)
R. VAN DER VAART, Secretary¹, N.C. Dept.)
of Environmental Quality; NORTH)
CAROLINA DIVISION OF MARINE)
FISHERIES; NORTH CAROLINA)
MARINE FISHERIES COMMISSION;)
BRAXTON DAVIS, Director, Division of)
Marine Fisheries; SAMMY CORBETT,)
Chairman, North Carolina Marine Fisheries)
Commission; MARK GORGES, North)
Carolina Marine Fisheries Commission;)
CHUCK LAUGHRIDGE, North Carolina)
Marine Fisheries Commission; JANET)
ROSE, North Carolina Marine Fisheries)
Commission; JOE SHUTE, North Carolina)
Marine Fisheries Commission; RICK)
SMITH, North Carolina Marine Fisheries)
Commission; MIKE WICKER, North)
Carolina Marine Fisheries Commission;)
ALISON WILLIS, North Carolina Marine)
Fisheries Commission.²)

Defendants.)

**MEDIATED SETTLEMENT
AGREEMENT**

¹ Since the filing of this action, Mr. Michael S. Regan was appointed Secretary of the Department of Environmental Quality. Pursuant to Rule 25(f)(1) of the North Carolina Rules of Civil Procedure, Secretary Regan, in his official capacity, is deemed to have been automatically substituted for Secretary van der Vaart.

² Each of the individual Defendants are named in their official capacities.

This matter was mediated before the Honorable James D. Llewellyn, Certified Mediator, on the 11th day of May, 2017. Appearing for Plaintiff North Carolina Fisheries Association (NCFA) was Glenn Skinner. Appearing for Plaintiff Carteret County Fisherman's Association (CCFA) was Bradley Styron. Also appearing for Plaintiffs NCFA and CCFA were Hardy Plyler and John Hudnell, commercial fishermen. Representing the Plaintiffs were Stevenson L. Weeks of Wheatly, Wheatly, Weeks, Lupton & Massie, P.A. and Todd Roessler of Kilpatrick, Townsend & Stockton, LLP. Mr. Weeks also appeared for and represented the Counties of Carteret, Dare and Hyde.

Appearing on behalf of Defendant North Carolina Marine Fisheries Commission (Commission or MFC), as well as the members of the Commission named in their official capacities, were Sammy Corbett, Chairman of the North Carolina Marine Fisheries Commission, MFC Vice-Chairman, Joe Shute and MFC Commission member Mike Wicker. Appearing for the North Carolina Department of Environmental Quality (Department or DEQ), the Secretary of the Department in his official capacity, the Division of Marine Fisheries (DMF) and the Fisheries Director, in his official capacity, were Braxton Davis, Fisheries Director, Kathy Rawls, DMF Fisheries Management Section Chief, and Col. Dean Nelson, head of the North Carolina Marine Patrol. Representing the Defendants were Assistant Attorney General Phillip T. Reynolds, and Assistant Attorney General Scott Conklin.

SUMMARY OF ACTION GIVING RISE TO MEDIATION

This matter arose out of the Commission's adoption of certain temporary management measures supplementing Amendment 1 to the Southern Flounder Fishery Management Plan (FMP), pursuant to N.C. Gen. Stat. § 113-182.1(e1), at its November 18-20, 2015 meeting

(hereinafter, “temporary management measures”). Specifically, the Commission acted to approve the following motion with respect to the temporary management measures:

- All commercial fishing and recreational fishing will observe a 15-inch minimum size limit beginning Jan. 1, 2016
- Minimum mesh size for anchored large-mesh gill nets is 6 inches effective Jan. 1, 2016.
- Anchored large mesh gill nets and trammel nets in the southern flounder fishery will close Oct. 16 – Dec. 31 statewide. Gear removed from water.
- Flounder pound nets will be subject to a 5 ¾-inch escape panel and will operate under a Total Allowable Landings (TAL) of 38 percent reductions based on 2011-2015 pound net landings. The Total Allowable Landings will be based on the water body where the pound nets are set, as presented by DMF by February 2016 meeting (assumes that the Total Allowable Landings equals the Total Allowable Catch).
- Commercial gig fishery will close when TAL is met.
- Recreational hook-and-line and gig fisheries will close Oct. 16-Dec. 31.

Predicated on the Commission’s adoption of the temporary management measures and pursuant to his delegated authority, the Fisheries Director issued Proclamation FF-68-2015, effective at 12:01am on January 1, 2016, making it unlawful to possess a flounder less than fifteen inches (15”) in total length, and requiring a minimum mesh size of six inches (6”) for anchored large mesh gill nets used in the taking of flounder. Proclamation FF-68-2015 was subsequently superseded by Proclamation FF-3-2016, which effectively contained the same restrictions related to the lawful minimum size limit for flounder and the minimum mesh size limit for anchored large mesh gill nets. The Fisheries Director also issued Proclamation M-34-2015, effective at 12:01am on February 1, 2016, requiring a minimum mesh size limit of five and three-quarters inches (5¾”) for all escape panels used in flounder pound net sets. Prior to the

issuance of any proclamations related to the remaining temporary management measures, the Plaintiffs instituted this action for Declaratory Ruling and Injunctive Relief in Carteret County Superior Court on September 23, 2016.

On October 6, 2016, a hearing was held in Carteret County Superior Court before the Honorable John R. Jolly, Jr., Superior Court Judge, related to Plaintiffs' Motion for Preliminary Injunction. On that date, Judge Jolly granted in part and denied in part Plaintiffs' Motion. Specifically, the Order allowed the temporary management measures relating to the increase in minimum size limit for the commercial harvest of southern flounder to fifteen inches (15"), the increase in minimum mesh size used in anchored large mesh gill nets to six inches (6"), and the increase in mesh size for escape panels required for pound nets to five and three quarter inches (5³/₄") to remain in effect. The Order also preliminarily enjoined the Commission and the Division, through the Fisheries Director, from enforcing the remaining temporary management measures that had not yet been implemented through proclamation; however, the Order reinstituted the December 1 closure date for the commercial harvest of southern flounder, which had been in effect prior to the Commission's adoption of the temporary management measures. The Court declined to issue an injunction with respect to the Plaintiffs remaining claims for relief as described in their complaint, including those predicated on asserted violations of the Open Meetings Law (N.C.G.S. Chapter 143, Article 33C).

On March 3, 2017, this matter was ordered to mediation, and a mediated settlement conference was held on May 11, 2017, as described above. As a result of the mediated settlement conference, and without any further hearing of law or of fact, the Parties reached an agreement-in-principle subject to approval by Defendants Marine Fisheries Commission and the Secretary of the Department of Environmental Quality. The representatives of the CCFA and NCFa were

fully authorized to and did agree to the terms of the negotiated settlement. Mr. Weeks, representing the Counties of Carteret, Dare and Hyde, was authorized to reach an agreement-in-principle with the understanding that final authorization would be sought from the counties.

TERMS OF SETTLEMENT

1. In order to avoid the cost and delay of litigation, the Parties have entered into this Agreement and have agreed that all Parties have been correctly designated and that there is no question as to misjoinder or nonjoinder.

2. The temporary management measure applicable to the taking of flounder in a commercial fishing operation, by whatever means, in Internal Coastal Waters and which establishes the minimum allowable size limit for possession of flounder at fifteen inches (15") total length, currently enforced through Proclamation FF-3-2016, shall remain in effect in accordance with N.C. Gen. Stat. § 113-182.1(e1).

3. The temporary management measure applicable to the taking of flounder in a commercial operation in Internal Coastal Waters by means of anchored large mesh gill nets and that requires such anchored large mesh gill nets to be constructed with a minimum mesh size of six inches (6"), currently enforced through Proclamation FF-3-2016, shall remain in effect in accordance with N.C. Gen. Stat. § 113-182.1(e1).

4. The temporary management measure applicable to the commercial taking of flounder through the use of a pound net sets in Internal Coastal Water and that sets the minimum allowable mesh size required for all escape panels contained within each and/or all of the pounds at five and three-quarters inches (5¾"), currently enforced through Proclamation M-34-2015, shall remain in effect in accordance with N.C. Gen. Stat. § 113-182.1(e1).

5. No proclamations will be issued effectuating the temporary management measures establishing a closure date of October 16 through December 31 for the commercial harvest of southern flounder through the use of "anchored large mesh gill nets and trammel nets," as well as for the harvest of southern flounder through "recreational hook-and-line and gig fisheries," before the Commission acts to adopt an amendment to the current Southern Flounder FMP, as described in paragraph 8, below.

6. No proclamations will be issued effectuating the temporary management measures establishing a total allowable landing quota for pound nets and establishing a closure for the commercial gig fishery when the total allowable landing quota for pound nets is reached, before the Commission acts to adopt an amendment to the current Southern Flounder FMP, as described in paragraph 8, below.

7. The Parties recognize and agree that, prior to the adoption of the temporary management measures described above, the Commission adopted Amendment 1 to the Southern Flounder FMP, which provides for a closure of the commercial harvest of southern flounder beginning December 1 and lasting through December 31 of each successive year ("December 1 closure"). The Parties agree that the "December 1 closure" will remain in effect as described in and in accordance with Amendment 1 to the Southern Flounder FMP.

8. In addition, Defendant North Carolina Marine Fisheries Commission agrees to not pursue the development of additional temporary management measures, as provided in N.C. Gen. Stat. § 113-182.1(e1), with respect to the Southern Flounder FMP before it acts to amend the current Southern Flounder FMP, which is currently being developed by the Division of Marine Fisheries, in accordance with N.C. Gen. Stat. § 113-182.1.

9. Plaintiffs agree to file a Dismissal with Prejudice as to all Defendants in the above captioned action no later than ten (10) days after this Agreement is executed by the Parties, as signified by the date of the last signature to this Agreement. The Parties agree that the filing of the dismissal constitutes a waiver and release of any and all claims that were or could have been brought against any or all of the Defendants in this action, whether in their official or individual capacities, by Plaintiffs CCFA and NCFA, and any of their respective members, any affiliated associations or their members, and/or any other associated entities or their members, as well as the Counties of Carteret, Dare and Hyde, including but not limited to all claims predicated on Article 33C of Chapter 143 of the North Carolina General Statutes (known as the Open Meetings Law). The Parties recognize that the filing of this action does not preclude or limit the Plaintiffs' ability to seek relief under the Open Meetings Law for any actions occurring after the date of filing of the amended complaint (i.e. September 30, 2016) in this matter, which are asserted to constitute violations of the Open Meetings Law.

10. This Agreement is intended to resolve the claims and disputes at issue in the above referenced matter without admission of wrongdoing by any party. Nothing in this Agreement is intended to limit or diminish the duties or authorities of the Commission, the Department of Environmental Quality, or the Division of Marine Fisheries, or any representatives acting on their behalf, to regulate and manage the fisheries of North Carolina in accordance with the laws of this State, including any modifications thereto, beyond the specific terms of this Agreement. Further, nothing in this Agreement shall be interpreted to prevent the Department and/or the Fisheries Director from acting in accordance with State or federal law where such action is independent of the Commission's adoption of the temporary management measures described above.

11. Each party shall be responsible for his, her, its or their costs in this action.

12. The Parties commit and hereby agree to work in good faith toward approval of this Agreement by the entities in whom such action is legally vested. In the event that additional documents must be completed to effectuate this Agreement, the undersigned agree to execute such documents in a timely fashion.

13. This Agreement shall be binding upon the Parties, their successors and assigns, and is entered into knowingly, intelligently, and voluntarily upon execution by the undersigned, who represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties hereto.

14. The undersigned further acknowledge that they have entered into this Agreement having first fully read and understood its contents, conferred with or had the opportunity to confer with their respective attorneys, and hereby consent to the settlement of the claims based on the terms set forth herein, having done so in reliance upon their own judgement and advice of their respective attorneys and not in reliance on any other representations or promises made by any other Party to this Agreement, or any other Party's representatives or attorneys.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

FOR THE PLAINTIFFS:

North Carolina Fisheries Association, Inc.

By: _____
Glenn Skinner, Executive Director

Date: _____

Carteret County

By: _____
Stevenson L. Weeks

Date: _____

Hyde County

By: _____
Stevenson L. Weeks

Date: _____

Carteret County Fisherman's Association, Inc.

By: _____
Bradley Styron, President

Date: _____

Dare County

By: _____
Stevenson L. Weeks

Date: _____

FOR THE DEFENDANTS:

**North Carolina Marine Fisheries
Commission and its Commissioners**

By: _____
Sammy Corbett, Chairman

Date: _____

**North Carolina Department of
Environmental Quality, Division of Marine
Fisheries, and the Fisheries Director**

By: _____
Michael S. Regan, Secretary

Date: _____

Honorable James D. Llewellyn, Mediator

Date: _____

Subject: FW: Flounder lawsuit
From: "Bill Rich" <brich@hydecourtync.gov>
Sent: 5/31/2017 6:37:55 PM
To: Rjohnson@hydecourtync.gov; "'Lois Stotesberry"' <lstotesberry@hydecourtync.gov>; "Kris Noble" <knoble@hydecourtync.gov>;
Attachments: CCFA v DEQ DRAFT Settlement Agreement 5-30-17.docx

Please add to agenda items asking for BOC approval for Steven Weeks to sign this settlement on behalf of Hyde County.

Bill

From: Stevenson Weeks [mailto:slw@wnwpa.com]
Sent: Wednesday, May 31, 2017 4:13 PM
To: brich@hydecourtync.gov
Subject: Flounder lawsuit

Dear Bill, As I advised in our telephone conversation today a settlement was reached in mediation regarding the suit against the Marine Fisheries Commission, et al., brought as a result of the Supplement they adopted to the Southern Flounder Management Plan. As you may recall we were granted a preliminary injunction on Oct 6, 2016 by Judge John R. Jolly, Jr that enjoined further implementation of the Supplement. His Order prevented a closure of the fishery for recreational flounder fishing from October 16 through December 31, prevented a closure of the flounder gill net fishery during the same period. He also enjoined the establishment of a quota for the pound net fishery, a daily reporting requirement and the closure of the commercial gig fishery when the pound net quota was reached. At our mediation we were able to reach a settlement where all of the items enjoined by Judge Jolly would remain in place and that the Marine Fisheries Commission would not seek any further supplements regarding southern flounder but would only proceed through an amendment to the management plan. We were very satisfied with the settlement we reached in this matter.

As Hyde County is a party to this action its consent to the settlement is required. A copy of the mediated settlement agreement is attached.

The fishermen of North Carolina, recreational and commercial, appreciate the efforts of Hyde County in this matter. Please present this Settlement Agreement to your Board for their consideration. Should you have any questions, please advise. Steve

Stevenson L. Weeks
WHEATLY, WHEATLY, WEEKS, LUPTON & MASSIE, P.A.
710 Cedar Street, P.O. Box 360
Beaufort, NC 28516
Telephone: (252) 728-3158
Email: slw@wnwpa.com
Website: <http://www.carteretcountyattorney.com>



Have you become a fan of Wheatly, Wheatly, Weeks, Lupton & Massie on Facebook? "Like" us at <http://www.facebook.com/CarteretCountyAttorneys>.